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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	Case Number: 20-02010
TINA GUIDER)	
)	
)	Chapter: 13
)	Honorable LaShonda A. Hunt
)	Joliet
Debtor(s))	

AGREED ORDER PROVIDING FOR STAY RELIEF UPON DEFAULT

THIS CAUSE coming to be heard on the motion of THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR REGISTERED HOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-5 (hereinafter, "Creditor"), for property located at 16773 Hazelwood Dr, Plainfield, IL 60544, the Court having jurisdiction over the subject matter:

IT IS HEREBY ORDERED:

1. That beginning with the first payment due after filing, the debtor must commence making timely post-petition payments continuing throughout the pendency of the bankruptcy;
2. That a payment is considered "timely", if the full payment is received in the office of Creditor on or before the 15th day of the month in which it is due and a late charge is due on all payments received after the 15th day of the month (this provision applies only to the triggering of this order and does not affect what constitutes currency of the loan post-petition);
3. That if Creditor fails to receive two "timely" post-petition monthly mortgage payments and if the debtor fails to bring the loan post-petition current within fourteen (14) calendar days after mailing notification to the Debtor and her attorney, the stay shall be automatically terminated as to Creditor, its principals, agents, successors and/or assigns as to the property securing its interest, upon filing of notice of same with the clerk of the court;
4. Creditor's post-petition bankruptcy fees and costs of \$1,238.00 are allowed and may be added to the indebtedness secured by the subject mortgage. These fees and costs have not been paid. Creditor will file a Notice of Post-petition Mortgage Fees under Rule 3002.1 for any fees, expenses and charges.
5. In the event that Creditor should have to send out any Notices of Default, Creditor may include up to \$100 per notice, as additional attorney fees, that the Debtor must pay in addition to whatever funds are needed to cure the default and that said additional funds must be tendered prior to the expiration of the cure period set forth in the Notice.
6. Upon dismissal, discharge, chapter conversion, or relief from stay, the foregoing terms and conditions shall cease to be binding, payments will be due pursuant to the terms of the original loan agreement and the automatic stay is terminated and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Real Property and/or against Debtor.

/s/ Terri M. Long
Attorney for Creditor

/s/ John Ellmann
Attorney for Debtor

Enter:



Honorable LaShonda A. Hunt
United States Bankruptcy Judge

Dated: March 10, 2021

Prepared by:

Terri M. Long ARDC#6196966
CODILIS & ASSOCIATES, P.C.
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
File No. 14-20-00946